

## COMMISSIONER'S NOTICE.

D. C. Davis, one of the creditors of Hope Salt & Coal Company, a corporation, who sues on behalf of himself and all other creditors of said corporation, whether secured or unsecured, Plaintiff.

vs.  
Hope Salt & Coal Company, a corporation; Sol Wertheimer and Abe Horwitz, partners, doing business as Wertheimer & Company; The W. Bingham Company, a corporation; The Stockhoff Brothers Company, a corporation; The Henking-Bovie Company, a corporation; D. C. Davis, Executor of the last will and testament of Edward Edwards, deceased; D. C. Davis, Trustee under the last will and testament of Edward Edwards, deceased; Mrs. D. P. Thomas, Henry Williams, Elizabeth B. Moore, T. L. Davis, administrator of Mary Edwards, deceased; unknown administrator of John T. Roberts, deceased; Geo. Poffenbarger, administrator of G. P. Simpson, deceased; H. R. Howard, Trustee; Mary E. Moore; Mrs. Ellen Jones, administratrix of J. C. Jones, deceased; Mrs. Maggie T. Hopkins, Moses Morgan, Executor of Elias Morgan, deceased; Evan C. Jones, T. J. Hughes, D. J. B. Davis, T. J. Edwards, J. W. Longbon, Executor of D. F. Edwards, deceased; David F. Edwards, Maria Edwards and Jefferson Edwards, infant distributees of D. F. Edwards, deceased; Leni F. Ewing, Moses E. Morgan, Thomas Middleton, William Davis, Arthur D. Morgan, Ann E. Davis, Mrs. Ellen Jones, John W. Owens, Jane Hughes, Evan Davis, Elizabeth E. Davis, David D. Davis, Letitia Jones, Dr. Joseph Jones, Administrator of Daniel Jones, deceased; Dr. W. E. Williams, Administrator of Morgan Williams, deceased; Ann D. Williams, Administratrix of John D. Williams, deceased; J. A. A. Winters, David Harris, Richard Collins, J. O. McDermitt, late Sheriff of Mason County and as such Administrator of D. P. Thomas, deceased; J. O. McDermitt, late Sheriff of Mason County, and as such Administrator of George Gress, deceased; J. O. McDermitt, late Sheriff of Mason County, and as such Administrator of Robert Roberts, deceased; unknown Administrator of Mrs. M. Williams, deceased; Mrs. George Morgan, only known distributee of Mrs. M. Williams, deceased; unknown Administrator of Daniel D. Davis, deceased; Evan W. Davis, only known distributee of Daniel D. Davis, deceased; unknown Administrator of David J. Davis, deceased; James J. Davis, only known heir and distributee of David J. Davis, deceased; unknown Administrator of Thomas E. Davis, deceased; unknown distributees of Thomas E. Davis, deceased; unknown Administrator of John E. Jenkins, deceased; unknown distributee of John E. Jenkins, deceased; unknown Administrator of Isaac Evans, deceased; Mrs. Isaac Evans, Isaac Newton Evans, Thos. J. Evans, Daniel J. Evans and Mary Ellen Jones, only known distributees of Isaac Evans, deceased, and the unknown children of Evan J. Evans, (deceased son of Isaac Evans, deceased) unknown distributee of Isaac Evans, deceased; unknown Administrator of Thomas Roberts, deceased; unknown distributees of Thomas Roberts, deceased; unknown Administrator of Thomas Morgan, deceased; unknown distributees of Thomas Morgan, deceased; unknown Administrator of John Owens, deceased; unknown distributees of John Owens, deceased; unknown Administrator of William A. White, deceased; unknown distributees of William A. White, deceased; unknown Administrator of Ed. D. Davis, deceased, unknown distributees of Ed. D. Davis, deceased; and all persons who may have acquired stock in, or any interest in the stock of Hope Salt & Coal Company and who may be unknown to plaintiff; and Hope Manufacturing and Coal Company, a corporation, defendants.

## IN CHANCERY.

All persons interested in the above entitled cause will take notice that the undersigned Commissioner in Chancery will proceed to carry out the requirements of a decree of reference made in said cause on the 1st day of July, 1909, and that the taking of the account and reporting upon the matters therein directed to be reported will be commenced on the 26th day of February 1910, at the office of said Commissioner in the Town of Point Pleasant, West Virginia. An abstract of said decree is in words and figures as follows:

"It is therefore adjudged, ordered and decreed that this cause be, and the same is referred to John L. Whitten, one of the commissioners of this Court, whose duty it shall be among other things to take evidence and to take, state and report an account of the following matters.

First: All the property both real and personal belonging to the Hope

Salt and Coal Company at the time of the institution of this suit.

Second: Report the liens upon the real estate, their amounts, by whom held, and their respective priorities, and upon what property said liens exist.

Third: The entire indebtedness of the Hope Salt and Coal Company that is not secured by liens, or otherwise, and to whom such indebtedness is owing and the amount thereof.

Fourth: The entire indebtedness of the Hope Salt and Coal Company whether secured or unsecured, to whom owing, and the amount thereof.

Fifth: In ascertaining the liens existing on the property of the Hope Salt and Coal Company, the commissioner may ascertain and report on what property said liens exist, whether upon the entire property or only a part thereof, and their respective priorities and by whom held.

Sixth: And also report such other matters and things as are pertinent, or being pertinent may in writing be required to be reported by any party in interest herein and return said report to this Court at a future term thereof."

If, from any cause the taking of said account should not be completed on said day the taking of the same will be adjourned from time to time until the same is fully completed.

Given under my hand this the 29th day of January 1910.

JOHN L. WHITTEN,

Commissioner in Chancery for the Circuit Court of Mason Co., W. Va. Feb. 2-4t.

## Trustee's Sale.

Notice is hereby given that by virtue of the authority vested in me as Trustee for M. A. Williams, doing business as the Southern Ohio Gas Supply Company, a Bankrupt, I will on

FRIDAY, FEBRUARY 11, 1910,

commencing at 1 o'clock p. m., on that day, sell at public auction, at the front door of the Court House, Point Pleasant, Mason County, West Virginia, all that remains of the stock of goods of M. A. Williams, as aforesaid, and now in my hands as Trustee. Said stock of goods consists of lamps, mantles, stoves, ranges, burners, and other gas fixtures and supplies. Said goods are now in the store room of J. W. Rhoades, Point Pleasant, West Virginia, opposite the Court House, and can be inspected by prospective bidders.

Terms of Sale:—Cash.

JOHN P. AUSTIN,  
Trustee in Bankruptcy.

## SPECIAL COMMISSIONER'S SALE.

By virtue of a decree of the Circuit Court of Mason County, West Virginia, made and entered on the 18th day of December, A. D., 1909, in the chancery cause, pending in said Circuit Court, wherein D. S. Snyder is plaintiff and George W. Eckard and others are defendants, the undersigned Special Commissioner, appointed by said decree for the purpose, will on

THURSDAY, THE 17TH DAY OF FEBRUARY, A. D., 1910,

commencing at 10 o'clock a. m. of said day, at the front door of the Court House of Mason County, West Virginia, sell at public auction, to the highest bidder, the following described real estate, authorized to be sold by said decree aforesaid, namely: A tract of land situate in Cooper District, Mason County, West Virginia, and bounded and described as follows. Beginning at a stone in center of Clarksburg road, corner to lot No. 4, thence with line of same N. 6° E. 99 poles to a stone corner to lot No. 4, corner in line of lands of J. Y. Pullin, thence with Pullin's line N. 66° W. 75 poles to a stone corner to lands of J. W. Pullin, corner in line of lands of William Wiley, thence with his line S. 24° W. 75 poles to a stone corner in out line of lands of William Wiley, thence S. 75° E. 40 poles, 5 links to a leaning white oak corner in out lines of land of William Wiley, thence S. 13° W. 41 poles, 5 links to a stone in center of turn of Clarksburg road corner to lot No. 6, thence with line of lot No. 6 and center of Clarksburg road S. 83° E. 50 poles, 15 links to a stake, thence S. 81° E. 6 poles to the place of beginning, estimated to contain 50 acres, and being the same land decreed and conveyed to George W. Eckard by that certain decree of the Circuit Court of Mason County, West Virginia, entered on the 6th day of September, 1904, in the chancery cause, pending in said court wherein Geo. W. Eckard and others were plaintiffs and P. F. Eckard and others were defendants; and a certified copy of said decree is of record in the County Court Clerk's office of said Mason county in Deed

Book No. 74, page 12, &c.

Terms of Sale:—Cash as to \$817.50 with interest thereon from December 18, 1909, said sum being the lien on said land due J. Friedman & Co., and cash also to the amount of the costs of said suit of D. S. Snyder vs. George W. Eckard and others, the residue upon a credit of one and two years, in equal payments, the purchaser to give his notes with good security, with interest from date. The legal title to said land will be retained as security for said deferred payments, and until they are fully paid.

Given under my hand January 17, 1910.

JOHN EDWARD BELLER,  
Special Commissioner.

I hereby certify that the above named John Edward Beller Special Commissioner has given bond in the sum of \$1500 with approved security as required by the decree authorizing said Special Commissioner to make sale of the land above described in said cause.

Witness my hand this January 17, 1910.

CHAS. BUXTON,  
Clerk of the Circuit Court of Mason County, West Virginia.  
jan. 19-4w.

## Trustee's Sale

Of a House and Lot in Grantsburg, W. Va.

By virtue of the terms and provisions of a deed of trust, bearing date the 19th day of June, 1891, executed by John McDaniel, and recorded in Trust Deed Book No. 13, pages 378, &c., in the Clerk's office of the Mason County Court of West Virginia, to secure the payment of a certain promissory note for the sum of \$26.20 therein mentioned, default having been made in the payment of said note and the interest thereon, and being required by the holder and owner of said note so to do, I shall on

SATURDAY, THE 19TH DAY OF FEBRUARY, 1910,

at 11 o'clock a. m., sell at public auction, at the front door of the Court House of Mason County, West Virginia, the following described lot or parcel of land, situated, lying and being in the town of Grantsburg, Mason County, West Virginia, and bounded as follows. Beginning at the upper north corner of lot No. four (4), thence south along the public road one hundred (100) feet to a fence, thence east along said fence one hundred (100) feet to a fence on the line between lot No. four (4) and lot owned by Amos Gwynn, thence north one hundred (100) feet to a street running up to the hill, thence west one hundred (100) feet to the place of beginning, being one hundred (100) feet square, more or less.

Terms of Sale:—Cash on day of sale.  
H. R. HOWARD,  
jan. 19-4w. Trustee.

## Trustee's Sale.

By virtue of a deed of trust dated on the 14th day of September, 1903, executed by Charles W. Settles and Maggie Settles, his wife, to the undersigned Trustee, and recorded in the office of the Clerk of the County Court of Mason County, West Virginia, in Trust Deed Book No. 24, pages 254 and 255, given to secure to the Point Pleasant Building & Loan Association a debt of four hundred and fifty dollars, and default having been made in the payment of said debt according to the terms, provisions and conditions of the said deed of trust, and being required by the said Point Pleasant Building & Loan Association, I will sell at public auction, to the highest bidder, at the front door of the Court House of Mason County, West Virginia, on

SATURDAY, THE 5TH DAY OF FEBRUARY, 1910,

between the hours of 1 and 3 o'clock p. m. of that day the following real estate, being a certain lot of land situate in the town of Point Pleasant, Mason County, West Virginia, and being a fractional part of lot No. 10 third tier of lots of said town as laid off on the plat of the said town of Point Pleasant, and being the same property conveyed to Charles W. Settles by John McCulloch and wife by deed dated October 24, 1892, and of record in the Clerk's Office of the County Court of said Mason County in Deed Book No. 53, page 43, etc., to which deed reference is here made for a more complete description of said lot of land.

Terms of Sale:—Cash on day of sale.  
RANKIN WILEY, Trustee.  
jan. 5-4w.

From Pauperism to Riches.  
Bernard Kitch, 66 years old, and partly blind, left the almshouse at Viola, N. Y., where he has been four years, with a fortune of \$88,000. The legacy was left him by a friend in Philadelphia, and lawyers searched for him for some time before they found him.

## SAVED HIS CAPITAL.

A Bank President Who Did Not Forget His Old Time Friend.

"Come in in the morning and the bank will have something for you to do," said the president of a New York bank to a meek looking man whose hair was white and whose eyes were marked by deep crow's feet as he left the office with a bright look of satisfaction on his face that had not been there before.

"Let me tell you a story," said the president as he motioned to me to remain. "I was living in a western city, and three city lots composed the capital that I looked to to give me a start in business. I held on to them for a long time while working for \$35 a month in a real estate office until they had advanced in value to \$3,000, when I sold them to a St. Louis man.

"It was nearly 3 o'clock, and I hurried to the bank. I made out the deposit slip and laid it, with my gold and bank book, in front of the receiving teller.

"'It is closing time now,' he said, 'and you had better not make your deposit until morning.'"

"'Charlie,' I said, for I knew him well, 'that is ridiculous. It is a half minute before closing time, and I insist that you take my deposit. I don't want to be robbed of all I have on earth before morning.'"

"'I will fix it for you,' he said as he gathered up the money and bank book and disappeared in the vault with them. In a minute he was back, and I was astonished at his actions.

"'I have put it my private box,' he continued, 'where it will be safe, and in the morning you can make the deposit if you want to.'"

"Next morning the bank's failure was announced.

"I hurried to Charlie's house, which was near by, and asked him about the bank.

"'Yes, it has failed and won't pay a cent,' he said. 'Just five minutes before you came in with your money yesterday the directors decided not to open this morning. I was told to give out no information until business hours today, and that is the reason I didn't tell you. If you had made your deposit the money would have all gone. Now it is safe in my box and you can have it at any moment you please.'"

"I did get it, and it was the foundation of my fortune. The man who was just here is that Charlie and was the teller who saved my capital for me."

## The Sun's Vapors.

"Chromosphere" is the name given to a layer of incandescent vapors in the sun, enveloping the entire photosphere. Its depth varies at different times and in different parts and ranges from 6,000 to 9,000 miles. The chromosphere consists chiefly of hydrogen and an element known as helium, while heavier vapors, such as those of iron, calcium, titanium, magnesium, etc., are sometimes projected into it from the photosphere. The so called "prominences" are due to projections of hydrogen that are shot up to enormous altitudes, with velocities exceeding 149 miles per second. The name chromosphere is given to this solar envelope on account of its beautiful rosy hue. It is visible only during total eclipses of the sun or by the aid of the spectroscopic and is said to have been first noticed by Father Sacchi during an eclipse. —New York American.

## The Silliest Birds.

Dodo is the Portuguese name for simoleon, and it is given to the silliest bird that ever lived. Three hundred years ago, when the Portuguese first visited the island of Mauritius, they found a large number of these birds. They were about the size of a large swan, blackish gray in color and having only a bunch of feathers in place of a tail and little, useless wings. More stupid and foolish birds could not be imagined. They ran about making a silly, hissing noise like a goose, and the sailors easily knocked them over with their paddles. They couldn't fly, they couldn't swim, they couldn't run at any great speed, and as for fighting, they were the greatest cowards in the world. They were much too stupid to build a nest, and so they dropped an egg and went off to let it hatch as best it could.

## How to Grow Short.

If you climb a mountain your height decreases by three-quarters of an inch, and it may even diminish exceptionally by a full inch. This is a fact known to all experienced mountain and Alpine climbers. On reaching the summit of the heights that form the pleasure ascents of holiday makers in the Alpine districts the stature of the climber is found to have become less to the extent already mentioned. When the Alpinist has descended to the ordinary level his height begins to increase, but the normal length of the body is not attained until several hours after reaching the regular surface of the earth.

## NOT A BLUFF.

He Did It on Purpose and Was Willing to Back It Up.

The tall, slender citizen in the frock coat, who had been riding in the smoking car of the elevated railway train, was making his devious way out of it through the narrow space left by the passengers on the side seats who had crossed their legs.

One man whose foot blocked the passage almost entirely refused to surrender an inch of space, and the tall man, after waiting a moment, raised his own foot and brought it down with emphasis on the other man's ankle and instep, crushing the offending foot to the floor and stepping on it with his whole weight, after which, with the serene consciousness that he had performed a public duty, he left the car, went down the stairway to the street and proceeded on his way.

He had walked about a block when he felt a slight tap on his shoulder. He turned around and found himself facing a wrathful looking person, whom he recognized as the man whose foot he had just ground and who had limped after him as fast as he could.

"I should like to ask you, sir," said the wrathful person, "if you stepped on my foot on purpose back there in the car."

"Most undeniably and emphatically I did, sir," answered the tall man, "and if you feel like starting anything on account of it you won't find a better time or place to start it than right here and now. Don't hesitate a second if you feel inclined that way. Sail right in. Anything goes."

"I'm going to tell you that you're a ruffian and a brute anyway!" snorted the indignant person.

"Just so. And you're such a contemptible, infernal hog that I don't care a straw what your opinion of me is," retorted the other, knocking the ashes out of his pipe, putting it in his pocket, buttoning his coat around his slender but muscular form and standing at ease. "Have you any further business with me?"

"I'd like to know who you are, that's all."

"My name is Gwilliams. Here is my card. Ready to answer a call at any time."

"Well, sir, you'll get it in the neck some day!"

"Thanks. You'll get it in the foot every time you give me such a chance as you did this morning. Want to start anything? No? Well, good morning!" — Chicago Tribune.

## Palindromes.

A palindrome is a word or sentence that reads the same forward or backward. The making of palindromes in Latin was at one time a favorite pastime. It calls for the exercise of some constructive and analytic skill. Not many English palindromes are known. The supposed self introduction of the father of humanity to his quondam rib is the most familiar:

"Madam, I'm Adam."

Sometimes an unintentional palindrome comes to light, as in the shop sign in Yreka, Cal.:

"Yreka Bakery."

Palindromes of considerable length may be evolved—as, for instance, the supposed reply the girl makes to her mother's question regarding the progress of the class in Latin:

"O, ma! No pupils slip up on amo." —Journal of Education.

## Who Owned the Fish.

There is in Wales a creek five miles long, connecting two small lakes. About fifty persons own property along this creek, and for years and years the people have disputed as to who owned the fish in it. Not long ago two boys got into a fight over the fish they were catching, and the dispute was at last carried into the courts. The decision of the judge was odd enough. He decreed that any one claiming to own any of the fish should attach a brass tag to the tails of the fish with the owner's name in plain letters, and that in the future he must catch his own fish or none at all. This unique decision put an end to the dispute. —Chicago Record-Herald.

## The Silk From the Cocoon.

In attaining full growth the silkworm stops feeding and throws out silken thread. The silk is formed in a fluid condition and issues from the body of the worm in a glutinous state, apparently in a single thread. From this silk the worm constructs its cocoon, an interval of from three to five days being required to complete its imprisonment in the envelope. In order that the silken strands may not be subjected to the danger of breakage by the moth emerging from the cocoon the cocoons are steamed till the inclosed insects are dead. After this the silk may be wound off.

## THE NEW COLONEL.

How Grant Proved Himself to Be a Master of Men.

When Captain Grant, formerly of the regular army, was appointed colonel of an Illinois regiment in place of Colonel Goode, John A. Logan while escorting him to the camp said: "Colonel, the regiment is a little unruly. Do you think you can manage the boys?"

"I think I can," replied Grant. Logan and McClelland, two congressmen, made patriotic speeches, and Logan, after a two hours' oration, led forward a quiet man in plain citizen's clothes, saying:

"Allow me to present to you your new commander, Colonel U. S. Grant."

"Most of the soldiers observed him for the first time," writes Hamlin Garland, from whose "Life of Grant" we have quoted. "They were astonished and disappointed." Grant looked like a grave country doctor. But he showed that he could manage the "unruly boys." There were loud calls: "Grant! Grant! A speech!" Their late colonel used to "orate" before them. The new colonel stepped two paces toward them and said in a clear, calm voice:

"Men, go to your quarters!"

If an eight inch shell had exploded in their ranks the "boys" would not have been more surprised, but they went to their quarters. There was that in the new colonel's voice which expressed command. The tone was not loud, but it was given with a clear cut inflection which showed him a master of men.

That evening at dress parade as he stepped to the center of the regiment, wearing no uniform save a pair of gray trousers with a stripe running down the outside seams and an old sword, the men jested in low voices about their new commander.

Colonel Goode, the late colonel, not infrequently used the daily parade as an occasion to make a speech, and the men expected one from Grant. The line officers advanced, and the adjutant saluted.

"A soldier's first duty is to learn to obey his commander. I shall expect my orders to be obeyed as exactly and as instantly as if we were on the field of battle."

That was all he said. As the men marched back to quarters a private asked: "What do they mean by sending down a little man like him to command this regiment? He can't pound dry sand in a straight hole."

"He can't make a speech. Look at the clothes he wears. Who is he anyhow?"

"Boys," retorted a sergeant, "I'll tell you who he is. He's the colonel of this regiment, as you'll find, and don't you forget it."

The sergeant was a prophet. The regiment had obtained all the liquor it wished for. Grant stopped that. A man resisted arrest.

"What's the matter?" asked Grant of the officer of the day.

"The man persists in bringing liquor into camp and refuses to give it up."

"Put him in the guardhouse."

"He refuses to go."

Grant stepped up to him, seized him by the collar and jerked him outside of the camp gate. "Get out of my regiment," he said.

are not worth disciplining. 1. Come back I'll have you shot! A big, dangerous man named Mexico was tied up with a score of others for leaving camp without permission. "For every minute I stand here I'll have an ounce of your blood," said he to the colonel.

"Gag him!" said Grant.

One by one as the hours passed the other offenders were released by the officers of the guard. Grant released Mexico himself. The bully saw that his colonel was his master, and the regiment began to find out that it had a colonel.

## The Rich Uncle.

He (desperately)—Tell me the truth. Is it not my property that stands between us?

She (sady)—Y-e-s.

He (with a ray of hope)—I admit that I am poor, and so, unfortunately, is my father, but I have an aged uncle who is very rich and a bachelor. He is an invalid and cannot long survive.

She (delightedly)—How kind and thoughtful you are! Will you introduce me to him? —New York Weekly.

## The Duffer's Record.

Mark Allerton in London M. A. P. tells this story from the golf links: A duffer inquired of his wearied caddy, "How many's that, Sandy?" The caddy replied: "Ye're playin' yer ninth. Ye tappit it aff the tee in yin, ye missed it a'the gither in twa, went intae the bunker in three. Ye didna get oot in four, but ye got oot in five. Ye gaed intae the whins in sax, ye didna get oot in seven. But ye got oot in acht, and noo yer playin' yer ninth."